

DUBUQUE / IUOE #234 (MIXED)

07-10

AGREEMENT

BETWEEN

THE CITY OF DUBUQUE, IOWA

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

AFL-CIO - LOCAL #758

JULY 1, 2007 through JUNE 30, 2010

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PUBLIC EMPLOYMENT
RELATIONS BOARD

PREAMBLE

This Agreement is made and entered into by and between the City of Dubuque, Iowa (hereafter called the City) and the International Union of Operating Engineers AFL-CIO Local #758 (hereafter called the Union) and between the City and the Union on behalf of the employees in the Bargaining Unit, recognized and described in ARTICLE I, RECOGNITION of this Agreement.

OPERATING ENGINEERS, LOCAL #758 CONTRACT

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ARTICLE I

RECOGNITION

The City recognizes the International Union of Operating Engineers, Local #758, certified by the Public Employment Relations Board in Case No. 249, and amended in Cases No. 1545, 2211 and 7066 as the exclusive bargaining representative for certain employees of the City of Dubuque. The following has been determined as the bargaining unit:

INCLUDED:

Water Pollution Control Department and Water Department: Laboratory Technician I, Plant Mechanic, Electronic Technician, Maintenance Electrician, Equipment Mechanic, Equipment Operator II, Plant Operator (certified and non-certified), Assistant Plant Operator, Water Meter Repairworker I, Water Meter Repairworker II, Maintenanceworker, Truck Driver, Laborer. Parking Division: Parking Meter Checker, Ramp Cashier, Head Ramp Cashier. Building Services Department: Inspector I, Custodian I and Custodian II. Finance Department: Account Clerk I, Water Meter Serviceworker I, Water Meter Serviceworker II, Senior Cashier, Cashier, Clerk. Housing and Community Development Department: Inspector I. Emergency Communications Department: Public Safety Dispatcher.

EXCLUDED:

All other employees of the City of Dubuque not represented by a certified employee organization and all supervisory, confidential, temporary, seasonal and limited term employees and all other employees excluded by Iowa Code section 20.4.

ARTICLE II

GENERAL CONDITIONS

Public Employer Rights

Public employers shall have, when not in conflict with other provisions of this Agreement, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty, and the right to:

- A. Direct the work of its public employees.
- B. Hire, promote, demote, transfer, assign and retain public employees in positions within the public agency.
- C. Suspend or discharge public employees for proper cause.
- D. Relieve public employees from duties because of lack of work or for other legitimate reasons.
- E. Maintain the efficiency of governmental operations.
- F. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted.
- G. Take such actions as may be necessary to carry out the mission of the public employer.
- H. Initiate, prepare, certify and administer its budget.
- I. Exercise all powers and duties granted to the public employer by law.

ARTICLE III

NO STRIKE CLAUSE

It shall be unlawful for any public employee or any employee organization, directly or indirectly, to induce, instigate, encourage, authorize, ratify, or participate in a strike against any public employer.

It shall be unlawful for any public employer to authorize, consent to, or condone a strike; or to pay or agree to pay any public employee for any day in which the employee participates in a strike; or to pay any increase in compensation or benefits to any public employee in response to or as a result of any strike or any act which violates the first paragraph of this Article.

Any other provisions as stipulated in Public Employment Relations Act, Chapter 20, Code of Iowa, shall be applicable.

ARTICLE IV

CITY/UNION REPRESENTATIVES

The Union shall provide the City with a list of representatives by name, position and area which each representative serves (if steward). Changes in this list shall be furnished to the City promptly. The City need not recognize any Union representative of whom it has not been informed.

The City shall provide the Union with a list of supervisors in each area and shall also provide notification of any changes.

ARTICLE V

UNION NEGOTIATING COMMITTEE

For employees on the Negotiating Committee who are negotiating during their normal hours of work, the City shall pay not more than four (4) employees at the straight time rate. No compensation shall be paid to employees who are negotiating outside of their normal work hours.

ARTICLE VI

NONDISCRIMINATION

There shall be no discrimination against any employee in the bargaining unit be either party to this Agreement because of mental or physical disability, age, sex, marital status, race, color, religion, national origin, or political affiliation.

Complaints involving an allegation of discrimination may be filed with the appropriate agency but shall not be a proper subject for the grievance procedure of this Agreement or the appeal procedure set forth in Chapter 400, Code of Iowa.

ARTICLE VII

PAYROLL DEDUCTION FOR UNION DUES

During the terms of this Agreement, after receipt of a proper "Authorization for Dues Checkoff" card signed by the employee, the City agrees to deduct the uniformly required dues as certified by the financial secretary of the Union. Such dues shall be transmitted by the City to the financial secretary of the Union within fifteen (15) work days from the date of the deduction.

It is understood and agreed to by the City, the Union and the employee that the dues checkoff authorization may be terminated by the employee at any time by giving thirty (30) days written notice.

The City shall have no obligation to deduct or collect dues from a Union member whose net pay for a payroll period, after all other deductions is insufficient to cover the total authorized deductions for that payroll period. The Union shall hold the City harmless against any claims or lawsuits instituted or any losses incurred because of the City's performance of its obligations under this Article. The Union further agrees to refund the City any amounts paid to the Union in error. Any disagreement regarding the interpretation or application of this Article shall not be a proper subject for the grievance procedure of this Agreement or the appeal procedure set forth in Chapter 400, Code of Iowa.

ARTICLE VIII

UNIFORMS

Section 1

Upon completion of the employee's trial period (exception, Water Meter Readers), the City shall furnish each of the following regular employees with the following articles of work clothing:

Water and Wastewater Treatment Employees

- Three (3) long sleeve shirts
- Three (3) short sleeve shirts
- Three (3) trousers
- One (1) summer cap
- One (1) winter cap
- One (1) summer jacket
- One (1) lined or one (1) hooded winter jacket -- (The department or division manager shall determine whether an employee shall receive a lined or hooded winter jacket.)
- Winter coveralls shall be made available to each member of the distribution crew
- Water Meter Readers shall receive one (1) rain poncho

Ramp Cashier (Full Time)

- Two (2) pair of slacks
- Two (2) summer jackets
- One (1) winter jacket
- In the event Ramp Cashiers are required to wear a uniform blouse, the City shall provide one (1) uniform blouse for each employee.

Parking Meter Checker

- One (1) winter coat
- One (1) winter cap
- One (1) pair of insulated boots
- One (1) winter jacket (this is in addition to the winter coat)
- Two (2) pair of pants
- Two (2) sweaters
- One (1) summer cap
- Two (2) blouses
- Two (2) skirts
- One (1) raincoat

Housing Inspectors

The City will provide uniforms for Housing Inspectors.

All clothing items listed above shall be replaced as needed. The worn-out clothing item must be turned in after a replacement clothing item is issued. Replacement of these articles shall be subject to the approval of the department/division manager.

Section 2

Employees shall wear and maintain the uniform in a presentable condition while on duty and shall not wear it for any off-duty activities. City furnished uniforms must be returned upon termination of employment.

Section 3

The City shall furnish each eligible part time employee in the position of Ramp Cashier the following articles of work clothing:

- One (1) summer jacket
- One (1) winter jacket
- Two (2) pair of slacks or two (2) skirts
- One (1) badge

Except as otherwise provided in this section, said part time employees shall be subject to the terms of this Article.

ARTICLE IX

PAYDAY

Pay day shall be every other Friday. If the pay day is an observed holiday, the pay day shall be the day before the holiday.

ARTICLE X

ADEQUATE WASH FACILITIES

Adequate washing facilities including showers shall be provided at the service building. No employee shall be allowed to shower during working hours unless permission is granted by the supervisor.

ARTICLE XI

STATE CERTIFICATION

The City shall reimburse employees each year for renewal of certificates issued by the Department of Natural Resources. The City shall make arrangements to secure an instructor for the teaching of refresher courses necessary for personnel to maintain certification levels. The City shall make an effort to assign employees to a regular schedule and employees shall suffer no loss of straight time pay (forty [40] hour week) as a result of this schooling. Under no circumstances shall an employee be entitled to receive overtime payment or any other premium payment as a result of his/her attendance and/or participation in such training programs, conferences, seminars, schooling or meetings.

ARTICLE XII

MEAL REIMBURSEMENT

The City shall furnish meals to employees during emergency work when necessary. Employees shall not be paid for mealtime after the emergency has stopped.

ARTICLE XIII

LUNCH PERIOD

Employees in the classification of Public Safety Dispatcher, Plant Mechanic, Maintenanceworker, Meter Repairworker, Laboratory Technician I and Milk Sanitarian shall be allowed a one-half (2) hour unpaid lunch period. A one-half (2) hour or one (1) hour unpaid lunch period shall be extended to Ramp Cashiers depending upon the operational needs of the division. Employees in the classification of Plant Operator, Assistant Plant Operator and Parking Meter Checker shall not have a specified lunch period, but may eat their meals as they work. All other employees shall be allowed one (1) hour unpaid lunch period.

ARTICLE XIV

SAFETY EYE GLASS POLICY

- A. Each department or division manager shall determine at the time of employment if a new employee requires a pair of safety glasses for the job. If so, the following procedures shall be followed:
1. If an eye examination is needed or prescription glasses are worn, the employee is to schedule an appointment with his/her physician. The prescription is completed on a safety eye glass supplier order form and returned by the employee to the department or division manager. At this time the employee selects his/her frame style.
 2. The completed prescription is sent to the safety eye glass supplier, filled by them, and sent to the employee's dispensary who shall notify its customer that the glasses have arrived and arrange for a final fitting.
 3. Employees not requiring prescription safety glasses shall be screened and then fitted with nonprescription (Plano) safety glasses by City nurses and shall return them upon leaving employment or pay the cost of the glasses. It shall be the responsibility of the department to collect Plano safety glasses from departing employees.
- B. Cost of Safety Eye Glasses:
1. City Share: Cost of lenses and frame. City shall not pay for "extras" (e.g., photo gray lenses, etc.) not essential to the prescription.
 2. Employee Share: Cost of eye examination, frame measurement, verification of prescription and proper fitting of glasses.
 3. When the safety eye glass supplier sends the prescription safety glasses to the employee's dispensary the bill is sent to the Finance Director. If "extras" are included on the bill the employee shall pay for the cost by means of a payroll deduction. Note: At the time the prescription is sent, the safety eye glass supplier shall be requested to list the cost of "extras" on the glasses so that the employee may be billed.
- C. Each employee is responsible for his/her safety glasses. Glasses damaged through normal use during working hours shall be replaced or repaired at City expense. Glasses lost or damaged through employee carelessness shall be replaced or repaired at the employee's expense.
- D. Replacement lenses shall be provided at City expense when the employee's physician prescribes a lens change.

- E. If an employee departs prior to three (3) months of employment the employee shall be charged for the cost of his/her prescription safety glasses.
- F. Employees shall be allowed to wear only those safety glasses obtained through, or approved by, the City.
- G. Employees wearing contact lenses and requiring safety glasses shall be issued a pair of Plano glasses to be worn over their contacts during working hours.
- H. Employees who have received nonprescription safety glasses and later need prescription safety glasses shall return the nonprescription safety glasses at the time the prescription glasses are issued to them.
- I. Employees shall receive only one (1) pair of either clear or tinted safety glasses at a time.
- J. Questions regarding this policy may be directed to the Personnel Office.
- K. Safety glasses must comply with prevailing OSHA standards.

ARTICLE XV

JURY DUTY

Employees required to report for jury duty shall be paid the difference, if any, between the compensation received for jury duty and their regular wage for each day of jury duty. Mileage and meal allowance received by the employee shall not be deducted from the employee's regular wage. Normally this is processed by having the employee submit his/her jury duty compensation, excluding expense reimbursement, to the finance office in exchange for the employee's paycheck. An employee who reports for jury duty and is excused shall report immediately to his/her supervisor. In the event an employee is called for jury duty during a scheduled vacation period, the number of days serving as juror shall be rescheduled as vacation.

ARTICLE XVI

SENIORITY

Section 1

All employees shall serve a trial period of six (6) months. After completing six (6) months of continuous service in a full time position, the employee shall have established seniority and the employee's seniority date shall be retroactive to the most recent date of employment in a full-time position. For purposes of computing benefits, length of continuous service shall relate to an employee's most recent date of employment in a full time position. For purposes of this Agreement, the term employee shall mean full time employee. An employee may be laid off or discharged any time prior to the end of the trial period and such discharge or layoff shall not be subject to the grievance procedure of this Agreement or the appeal procedure set forth in Chapter 400, Code of Iowa. The Union shall not assert or present any grievance or appeal on behalf of an employee because of any matter or occurrence whatsoever falling within the trial period.

Section 2

For purposes of layoff or recall, the following provisions shall apply:

A. CIVIL SERVICE STATUS

Layoff, recall and seniority rights of employees with Civil Service status shall be administered in accordance with Chapter 400, Civil Service, Code of Iowa.

B. NON-CIVIL SERVICE STATUS

1. LAYOFF

Employees without Civil Service status shall be laid off in accordance with the following factors:

- a) Competency to perform the duties of the job.
- b) Physical fitness.
- c) Length of continuous service.

When factors (a) and (b) are substantially equal, length of continuous service shall be the determining factor among employees of the same relative competence.

2. RECALL

Employees without Civil Service status shall be recalled in accordance with the following factors:

- a) Competency to perform the duties of the job.
- b) Physical fitness.
- c) Length of continuous service.

When factors (a) and (b) are substantially equal, length of continuous service shall be the determining factor among employees of the same relative competence.

- 3. Whenever an emergency occurs that makes it necessary for the City to curtail operation, the layoff provision of this Agreement for the selected employees shall be suspended for fourteen (14) days.
- 4. LAYOFF/RECALL - NOTICE

The City agrees to give five (5) working days notice to employees who are scheduled to be laid off. A list of employees to be laid off shall be given to the Union five (5) working days prior to the layoff.

The Union shall be given written notice of employees recalled from layoff.

Section 3

An employee's seniority and employment relationship with the City shall be broken and terminated for the following reasons:

- A. Voluntarily leaving the City's employment.
- B. Absence from work for three (3) consecutive working days without notifying the City unless a reason satisfactory to the City is given for failure to notify the City.
- C. Discharge for just cause.
- D. If, after a layoff, the employee fails to report for work within five (5) working days after being notified in writing by registered letter to do so. Said notice shall be mailed to the employee's last known address.
- E. Death or retirement.
- F. Failure to report for work at the expiration of a leave of absence or vacation period, unless the employee can establish a reason that is satisfactory to the City for not returning to work when expected.

ARTICLE XVII

JOB POSTING

The City shall post notices of open jobs for three (3) working days to afford regular employees an opportunity to apply in writing to the department manager for consideration.

Such notices shall set forth the job classification, salary grade and range. Efforts will be made to indicate shift and days off that will eventually apply to openings.

Priority for filling the open jobs shall be as follows:

- A. To regular employees within the division (or department where no division exists) where the opening exists. Departments and divisions are identified as follows:

Water Pollution Control Department
Water Department
Operations and Maintenance Department
Parking Division
Building Safety Department
Housing Services Department
Health Services Department
Emergency Communications Division
Finance Department
Police Department

- B. To regular employees in other divisions (or department where no division exists) who are covered by this Agreement.
- C. To eligible part time employees within the division (or department where no division exists) where the opening exists.
- D. To eligible part-time employees in other divisions (or department where no division exists), unless a full-time employee in any department or division of the City is subject to layoff. In which case, the full-time employee shall have priority over an eligible part-time employee.
- E. To any other source.

Factors that shall be considered in filling the open job shall be as follows:

- A. Competency to perform the duties of the job.
- B. Physical fitness.
- C. Length of continuous service in the division (or department where no division exists), with the exception that the length of continuous service for eligible part time employees shall apply to the length of time said part time employee has been covered by this bargaining unit.

When A and B are substantially equal, length of continuous service shall be the determining factor among employees of the same relative competence.

If the selected regular employee proves incapable of satisfactorily performing the job at anytime during a ten (10) working day orientation period, said employee shall be returned to his/her former classification.

An employee who accepts a job for which the employee bid on may, at anytime during the orientation period only, return to the former classification at his/her own request. Nothing in this provision shall require the City to post temporary or short term openings such as, but not limited to, summer jobs, vacation fill-ins, etc.

Except as otherwise provided in this Article, eligible part time employees shall be subject to the terms of this Article.

ARTICLE XVIII

SHIFT TRANSFER (VOLUNTARY)

Employees may request shift changes two times each year, once in December for shift assignments on February 1 and once in June for shift assignments on August 1. Staffing of shifts will be made in accordance with Certification Requirements of the State and workload demands. Seniority will be taken into account in assignment of personnel. No temporary shift trading shall be permitted between individual employees without the explicit approval of the department/division manager and is subject to the following conditions:

- A. Such temporary shift trading does not result in additional cost to the City.
- B. It is for an urgent or compelling reason.
- C. It does not extend beyond a seven (7) day calendar period.

The provisions of this Article apply only to employees assigned to the Water and Wastewater Treatment Plants.

ARTICLE XIX

JOB CLASSIFICATION WITH SPECIAL RATES

Management reserves the right to temporarily switch employees from one classification to another. If an employee is advanced for fifteen (15) consecutive working days to a higher classification, he/she shall be considered in the step plan of the job the employee is filling retroactive to the first day for the time the employee fills the position. During a prolonged absence of a supervisor, the name of the employee in charge shall be posted and a copy sent to the Union.

ARTICLE XX

LEAVES OF ABSENCE WITHOUT PAY

Section 1

In special cases, employees may absent themselves from work for brief periods to take care of personal business, when arrangements are made in advance and approval is given by the City. For absences of more than three (3) working days, a written leave of absence shall be on file and shall be available for inspection by the Union upon request of the department manager. The employee shall retain and accumulate seniority while on such leave of absence and shall be returned to the job last held provided the seniority provisions so permit and provided that the employee returns to work at the expiration of such leave. It is understood that no leave shall be granted for employment elsewhere and if an employee accepts such employment during a leave, the employee's employment with the City shall be terminated.

Section 2

When arrangements are made at least one (1) week in advance, the City may grant a leave of absence when an employee requests permission by written request to be absent from work for brief periods for Union business. This permission shall be extended to not more than two (2) employees at one time. In such special cases, the employee shall retain and accumulate seniority and shall be returned to the job last held provided the seniority provisions so permit and provided that he/she returns to work at the expiration of such leave.

Section 3

All leaves granted under this Article shall be without pay.

Section 4

Not more than one (1) leave of absence in twelve (12) consecutive months shall be granted except in event of urgent emergency. Exceptions may be made for Union seminars and schools.

ARTICLE XXI

FUNERAL LEAVE

All regular full time employees shall be granted upon request, time off with pay for such periods of time as set forth below:

Employees on a five (5) day scheduled work week.

A. Death of an employee's spouse

Seven (7) calendar days with a maximum of five (5) working days pay.

B. Death of an employee's child or step-child

Three (3) scheduled working days.

C. Death of other members of an employee's immediate family

1. Relationships which are considered as other members of an employee's family are: mother, father, mother-in-law, father-in-law, sister, brother, step-mother, step-father, legal guardian, sister-in-law, brother-in-law, grandfather, grandmother and grandchild.
2. In the event the employee is the person responsible for making arrangements for the funeral and attending same, a period of time from when death occurs until the day following the funeral, but not to exceed three (3) scheduled working days with pay.
3. In the event the employee is not the person responsible for making arrangements for the funeral, one (1) scheduled working day shall be allowed to attend the funeral providing the funeral service falls on a scheduled working day of the employee.
4. If the conditions under C3 are applicable and the employee is assigned to the second shift, normally 3:00 P.M. to 11:00 P.M., said employee shall be allowed two (2) scheduled working days off; namely, the day before the funeral and the day of the funeral, providing the funeral service falls on a scheduled working day of the employee.

ARTICLE XXII

SICK LEAVE

Section 1

Employees shall accrue one (1) day (eight [8] hours) of sick leave per month. The term month, as used in this section, shall mean a calendar month.

Section 2

Unused sick leave shall be accrued from year to year to a maximum of 120 days.

Section 3

Sick leave shall be paid to employees at their regular rate of pay predicated on an eight (8) hour workday.

Charges against accrued sick leave shall be made by deducting the hours paid from the employee's accrued sick leave but it is understood that no sick leave shall be paid to an employee on their regular day off.

Section 4

An employee who is on approved leave of absence due to an injury or illness shall continue to accrue sick leave credit for a period not to exceed two (2) calendar months following the month of injury or illness. No sick leave shall be accrued during layoff due to curtailment of work when such layoff extends beyond thirty (30) days. No sick leave shall be accrued during personal leave of absence when such personal leave of absence extends beyond sixty (60) days.

Accrual of sick leave shall be terminated upon the employee's discharge, resignation, retirement or death.

On retirement or death, an employee shall be paid twenty-five percent (25%) of accumulated sick days over sixty (60) days at an average base wage rate for the ten (10) years prior to retirement. No payment for unused sick leave credit shall be made to any employee who retires before age sixty-two (62).

Section 5

An employee who is injured while employed by another employer or doing contract work for pay on non-City work shall not be entitled to any sick leave payments.

Section 6

Employees may use sick leave with pay for absences necessitated by injury or illness of the employee (subject to the provisions of Section 5), exposure to contagious disease or serious illness in the employee's immediate family; the immediate family shall include spouse, children, mother, father, mother-in-law, father-in-law, sister or brother.

In order to be eligible for sick leave with pay, an employee must:

- A. Report promptly to the department manager the reason for the absence.
- B. Keep the department manager informed each day of absence.
- C. Permit the City to have made such medical examination as it deems desirable.

- D. Submit a medical certificate for any absence exceeding two (2) days if required by the City.

Section 7

Employees who are on sick leave for sixty (60) days out of the seventy-four (74) day period and who become eligible for disability income protection insurance shall be eligible for forty percent (40%) of a sick leave day if the employee has sick leave accrued. The total income of an employee's sick leave pay and disability insurance benefits shall equal not more than one hundred percent (100%) of an employee's regular pay.

ARTICLE XXIII

INJURY LEAVE

Section 1

When a regular employee of the City sustains a personal injury or illness arising out of and in the course of his/her employment, the employee may, for the first three (3) working days of total disability following the injury or illness, use earned and unused sick leave credits. Beginning on the fourth calendar day of total disability following the day of injury or illness the employee may receive, in addition to the Worker's Compensation benefits, a sum which together with said Worker's Compensation benefits equal one hundred percent (100%) of the employee's regular rate of pay. The difference between Worker's Compensation benefits and the full one hundred percent (100%) regular rate of pay shall be deducted from the earned and unused sick leave credits of the employee. Upon expiration of an employee's accumulated and unused sick leave credits the employee shall be entitled only to the benefits under the Iowa Worker's Compensation Law.

Section 2

An employee who is physically able to and who fails to report within seventy two (72) hours any injury or illness, however minor, to his/her supervisor and to take such first aid or medical treatment as may be necessary shall not be eligible for the injury leave policy outlined above.

ARTICLE XXIV

PREGNANCY LEAVE

An employee's pregnancy, childbirth or related medical condition is regarded as a temporary disability. The commencement and duration of leave, availability of extensions, accrual of seniority and other benefits and privileges, reinstatement, and payment under the City's health insurance, disability insurance or sick leave plan, formal or informal, shall

be applied to a disability due to the employee's pregnancy, childbirth or related medical condition on the same terms and conditions as they are applied to other temporary disabilities. Sick leave benefits, to the extent of an employee's accumulated sick leave, shall be granted, if requested by the employee, for the period that the employee is disabled because of the employee's pregnancy, childbirth or related medical condition. If requested, the employee shall be allowed to use other available paid leaves such as vacation, compensatory time or casual day or leave of absence without pay during the period of temporary disability. A leave of absence without pay beyond the period of temporary disability may be granted in accordance with Article XXII, **LEAVES OF ABSENCE WITHOUT PAY**, of this Agreement. The employee is responsible for providing timely notice of the period of leave requested. The City reserves the right to require that the employee's disability resulting from pregnancy be verified by medical certification stating that the employee is not able to reasonably perform the essential functions of her position.

ARTICLE XXV

VACATIONS

Section 1

After an employee has one (1) year or more of continuous service in a full time position the employee shall be eligible to receive two (2) weeks paid vacation at eighty (80) hours at the regular rate of pay in each calendar year. After an employee has completed eight (8) years or more of continuous service in a full time position the employee shall be eligible to receive three (3) weeks paid vacation at one hundred twenty (120) hours at the regular rate of pay in each calendar year. After an employee has completed fifteen (15) years or more of continuous service in a full time position the employee shall be eligible to receive four (4) weeks paid vacation at one hundred sixty (160) hours at the regular rate of pay in each calendar year. After an employee has completed twenty-two (22) years or more of continuous service in a full time position the employee shall be eligible to receive five (5) weeks paid vacation at two hundred (200) hours at the regular rate of pay in each calendar year.

Section 2

Vacation is earned during the year of service preceding the year in which the vacation is taken.

No vacation time shall be accrued during layoff due to lack of work when such layoff exceeds thirty (30) days.

No vacation time shall be accrued during a personal leave of absence when such personal leave of absence extends beyond sixty (60) days.

Section 3

The vacation anniversary date of an employee shall be the same as the employee's seniority date.

Vacations are to be taken within the twelve (12) month period immediately following the vacation anniversary date.

Vacation time is not accumulated from year to year; therefore, under no circumstances shall vacations be requested, scheduled, or permitted to run consecutively.

Section 4

When one of the regular holidays falls during an employee's vacation, the employee shall be allowed an extra day of vacation, eight (8) hours at the employee's regular rate of pay.

Section 5

An employee who is absent from work due to illness or injury for a period not to exceed two (2) months shall continue to accrue vacation time.

Section 6

Employees who have six (6) months or more continuous employment and who are laid off, resign or enter military service (provided the City is given two [2] weeks notice of termination in case of resignation or military leave of absence) shall receive vacation pay prorated to the last day worked.

ARTICLE XXVI

CASUAL DAY

A. Water Division Employees

1. Considerations

- a) Two (2) casual days with pay per calendar year shall be allowed.

One (1) of these two days shall not be deducted from the employee's accumulated sick leave.

One (1) of these two days shall be deducted from the employee's accumulated sick leave.

- b) Approving or disapproving the employee's requested date for each casual day shall be at the sole discretion of the employee's department manager or the department manager's authorized representative.

- c) The employee's request for a specific day shall be given maximum consideration consistent with the conditions set forth below under 2, but final approval is subject to (b) above and denial of the employee's requested date is not a proper subject for a grievance.
- d) Exception to (c) above would only be considered as a proper subject for a grievance if the employee alleges that the requested date was disapproved because of arbitrary, capricious or personal prejudice on the part of the approving authority.
- e) The Union recognizes that approval or disapproval of a specific day must consider the efficient level of service due the general public.

2. Conditions

- a) A new employee must have completed at least four (4) full calendar months of the probationary period in order to be eligible for a casual day.
- b) A casual day may be taken anytime during the year, subject to the provisions of (1b) above.
- c) Under no circumstances shall pay be requested or approved in lieu of the casual day off with pay.
- d) Once a date has been approved for an employee as the casual day, it may not be rescheduled except under the most extenuating circumstances; however, it is understood and agreed that the right to cancel and reschedule an employee's casual day is reserved by the department manager or his/her representative when such extenuating circumstances exist.

B. All Other Employees

1. Considerations

- a) To afford employees one (1) day with pay, not to be deducted from sick leave accumulation to be scheduled by the department manager.
- b) Approving or disapproving the employee's requested date for this casual day shall be at the sole discretion of the employee's department manager or the department manager's authorized representative.
- c) The employee's request for a specific day shall be given maximum consideration consistent with the conditions set forth below under 2, but final approval is subject to (b) above and denial of the employee's requested date is not a proper subject for a grievance.

- d) Exception to (c) above would only be considered as a proper subject for a grievance if the employee alleges that the requested date was disapproved because of arbitrary, capricious or personal prejudice on the part of the approving authority.
- e) The Union recognizes that approval or disapproval of a specific day must consider the efficient level of service due the general public.

2. Conditions

- a) one (1) casual day may be taken anytime during the year, subject to the provisions of (lb) above.
- b) A new employee must have completed at least four (4) full calendar months of the probationary period in order to be eligible for a casual day.
- c) Under no circumstances shall pay be requested or approved in lieu of the casual day off with pay.
- d) Once a date has been approved for an employee as the casual day, it may not be rescheduled except under the most extenuating circumstances; however, it is understood and agreed that the right to cancel and reschedule an employee's casual day is reserved by the department manager or his/her representative when such extenuating circumstances exist.

ARTICLE XXVII

GROUP INSURANCE

Section 1

HEALTH INSURANCE. Effective July 1, 2005, employees shall pay 10% of the cost of the premium established for the health and prescription drug insurance plan for which the employee is enrolled. The premium for the health and prescription drug insurance plan shall be the premium established for retirees and COBRA enrollees.

Section 2

LIFE/ACCIDENTAL DEATH AND DISMEMBERMENT/DISABILITY INCOME PROTECTION INSURANCE. Employees are eligible for coverage the first of the month following the completion of thirty (30) days of continuous service in a full-time position.

Section 3

The specific benefits for health, prescription drug, dental, disability and life insurance are

set forth in master policies and shall in all cases be the determining factor as to eligibility and amounts of coverage extended to each employee.

Section 4

Whenever a covered employee ceases employment with the City the group insurance plans terminate. Health insurance benefits for dependents also terminate when the employee ceases to be eligible for coverage or when that dependent ceases to be eligible as a dependent.

A life insurance policy shall be continued by the City for employees who retire. Eligibility and amount of coverage shall be in accordance with the terms of the insurance master agreement.

Section 5

The City shall continue to pay its portion of the group insurance premiums for a period up to fourteen months from the date an employee is absent due to illness or injury. However, in no event will the City pay its portion of group insurance premiums for a period longer than the employee's length of continuous service in a full-time position. Group insurance plans include health insurance, prescription drug insurance, life/accidental death and dismemberment insurance, and disability income protection insurance.

Section 6

The City shall discontinue payment of all insurance premiums for an employee who is discharged, resigns, retires or dies.

Section 7

The City shall provide IRS Section 125 Flexible Spending Accounts for medical and dependent care expenses and health, prescription drug and dental insurance premiums.

ARTICLE XXVIII

HOURS OF WORK

The regular workday and workweek shall be eight (8) hours per day or forty (40) hours per week. For shift employees the workday shall be a twenty-four (24) hour period which normally commences at 11:00 P.M. and ends at 11:00 P.M. on the following day. A shift employee shall be defined as an employee who works in an activity for which there is regularly scheduled employment for seven (7) days per week and twenty-four (24) hours per day and who is assigned to one (1) of three shifts in the workday which normally begins at 11:00 P.M. Classifications that meet this definition are Plant Operator (Water and Wastewater), Assistant Plant Operator and Public Safety Dispatcher. The commencement

of the workday and the number of shifts in a workday for employees in the classification of Public Safety Dispatcher may vary from this definition. Days in a workweek shall be established by each department.

The workday at the Eagle Point Plant shall start at 7:00 A.M. The normal workweek of the Water Distribution Crew shall be Monday through Friday.

ARTICLE XXIX

SHIFT PREMIUM PAY

Except as herein provided, the following shall represent the shift premium rates for shift employees:

Shift employees regularly assigned to a shift which normally commences at 3:00 P.M. and ends at 11:00 P.M. shall receive an additional \$.10 per hour on their regular rate of pay as a shift premium.

Shift employees regularly assigned to a shift which normally commences at 11:00 P.M. and ends at 7:00 A.M. shall receive an additional \$.20 per hour on their regular rate of pay as a shift premium.

Shift employees on a staggered shift schedule, usually called a swing shift, shall receive either \$.10 or \$.20 per hour on their regular rate of pay as a shift premium, depending on the average time worked on a staggered basis on a premium shift.

Shift premium pay shall apply only to hours actually worked and only shift employees as defined in Article XXXI, HOURS OF WORK, shall be eligible to receive shift premium payment. Employees who are on vacation and who are eligible to receive shift premium payment shall continue to receive such payment while on vacation. A shift employee who is on any other paid or unpaid leave as provided in this Agreement shall not receive shift premium payment. Shift premium payment shall not apply when a shift employee is receiving overtime payment or any other type of premium payment.

ARTICLE XXX

OVERTIME PAY

Except as herein provided, one and one-half (1 2) times the regular rate of pay over forty (40) hours per week, and eight (8) hours per day.

Employees in the classifications of Public Safety Dispatcher shall receive one and one-half (1 2) times their regular rate of pay for all hours worked in excess of eighty (80) hours per pay period (biweekly).

Employees, with the exception of employees in the classification of Public Safety Dispatcher, shall receive two (2) times the regular rate of pay for all hours worked on a holiday.

Employees in the classification of Public Safety Dispatcher who are eligible for holiday pay shall be paid eight (8) hours at their regular rate of pay for each holiday in lieu of time off.

Employees in the classification of Inspector I shall not be entitled to premium payment as provided in this Article or any other premium payment as provided in this Agreement with the exception of callback pay.

Employees who are eligible to receive overtime may request time off in order to compensate for and in lieu of overtime payment. Compensation shall not be paid more than once for the same hours of work under any provision of this Article or Agreement. When overtime is required, it must be approved by the employee's supervisor.

ARTICLE XXXI

HOLIDAYS

Section 1

The following calendar days of the year shall be considered as holidays insofar as the administration of City business is concerned. When the term "holiday" is used it shall be construed to be the following days:

A. New Year's Day	January First
B. Memorial Day	Last Monday in May
C. Independence Day	July Fourth
D. Labor Day	First Monday in September
E. Veterans Day	November Eleventh
F. Thanksgiving Day	Fourth Thursday in November
G. Day after Thanksgiving	Friday following Thanksgiving Day
H. Christmas Eve	December Twenty-Fourth
I. Christmas Day	December Twenty-Fifth
J. New Year's Eve	December Thirty-First

Section 2

An employee shall forfeit the right to payment for a holiday if scheduled to work the holiday and does not report or if absent from work the last scheduled workday preceding and/or the first scheduled workday following the holiday, unless excused by the City for the following reasons:

- A. Formal leave of absence.
- B. Job incurred injury.
- C. Funeral leave.

- D. Subpoena as a witness.
- E. Illness or injury of less than two (2) months duration with proper doctor's documentation.
- F. Excused absence approved in writing by and at the sole discretion of the department manager.

Section 3

For non-shift employees, when the holiday falls on Sunday, the following day shall be declared a holiday for the employee. When the holiday falls on Saturday, the preceding day shall be declared a holiday for the employee.

For shift employees, holidays shall be observed on the day of legal recognition by the State of Iowa.

Section 4

Employees eligible for holiday pay shall be entitled to eight (8) hours pay at their regular rate for each of the named holidays. For shift employees, with the exception of employees in the classification of Public Safety Dispatcher, the holiday shall commence at 11:00 P.M. the day preceding the holiday and end at 11:00 P.M. the day of the holiday. For employees in the classification of Public Safety Dispatcher, the holiday shall commence at 11:45 P.M. the day preceding the holiday and end at 11:45 P.M. the day of the holiday.

ARTICLE XXXII

STANDBY PAY

Standby time of six (6) hours per week at the regular rate of pay shall be granted for two (2) employees per week on the Water Distribution Crew. The week shall commence on Friday at 4:30 P.M. and continue until 4:30 P.M. the following Friday. Any employee on standby time who is not available when called shall lose his/her standby pay for that week. The superintendent and distribution supervisor shall determine the time of the year standby time is necessary.

ARTICLE XXXIII

TANK CLIMBING PAY

Employees climbing tanks or doing maintenance inside tanks shall be paid \$15.00 minimum for four (4) hours or \$30.00 maximum per day in addition to their regular pay.

ARTICLE XXXIV

CALLBACK

Any employee who has left the premises after the regular shift, and is recalled for additional work shall receive not less than two (2) hours pay at one and one-half (1 2) times the regular rate of pay. When such work merges with the employee's regular day this provision does not apply.

ARTICLE XXXV

LONGEVITY

Section 1

Longevity pay shall mean a percentage of salary based on the length of continuous service paid each payday to employees in addition to their regular rate of pay.

Section 2

Regular employees performing satisfactorily for a continuous period of six (6) years shall be advanced in pay on the anniversary date of hire by one percent (1%) of their regular rate of pay. After twelve (12) years of continuous service employees shall be advanced in pay by two percent (2%) of their regular rate of pay. After eighteen (18) years of continuous service employees shall be advanced in pay by three percent (3%) of their regular rate of pay. After twenty-four (24) years of continuous service employees shall be advanced in pay by four percent (4%) of their regular rate of pay. After thirty (30) years of continuous service employees shall be advanced in pay by five percent (5%) of their regular rate of pay.

Section 3

Continuous service shall mean service with the City uninterrupted by resignation or discharge or a personal leave of absence without pay exceeding sixty (60) days in the preceding twelve (12) months.

ARTICLE XXXVI

CLEANING UP TIME

Time shall be allowed, if necessary. Overtime shall not be allowed for a five (5) to ten (10) minute inadvertent overtime. The supervisor shall make up this time on the following day.

ARTICLE XXXVII

PART TIME EMPLOYEES

Part time employee shall mean an employee hired on a continuous employment basis with a regular work schedule throughout the year that normally consists of thirty-two (32) hours per week, on the average or less (1,664 hours on an annual basis) .

Part time employees shall be entitled only to the rates of pay for the classification as set forth in the Wage Plan, ARTICLE XXXIX, WAGE PLAN, and shall not accrue any other benefits, pay, privileges or conditions of employment granted by this Agreement or be subject to any other provisions of this Agreement. Such other benefits, pay, privileges or conditions of employment shall be determined by the City.

ARTICLE XXXVIII

GRIEVANCE PROCEDURE

A grievance is a difference of opinion between an employee or a group of employees, or between the City and the Union with respect to the meaning, interpretation or application of any term or terms of this Agreement.

The City is desirous of the equitable and prompt adjustment of problems or grievances of the employees and these shall be settled orally whenever possible between the supervisor and the employee of the department where the problem or grievance originates within five (5) working days of the date the alleged grievance occurred. The employee may request the presence of the steward at this oral discussion.

The City shall not be obligated to accept a written grievance until such grievance has been discussed orally between the grieving employee and the supervisor.

Step 1

Grievances not settled within two (2) but not more than five (5) working days after discussion with the supervisor may be reduced to writing and presented to the department manager.

The nature of the complaint shall be clearly stated so that the department manager shall have a fair opportunity to locate the cause of the problem and settle the matter to the satisfaction of all parties concerned. The department manager shall respond in writing within five (5) working days after receipt of the grievance. If a meeting is held with the department manager, the aggrieved employee may be accompanied by the steward from his/her section.

Step 2

If the department manager's written answer is not satisfactory the grievance may, within three (3) working days, be appealed to the City Manager and within thirty (30) calendar days after receipt of this appeal, be considered in a meeting between representatives selected by the City and Union. The President of the Union may be accompanied by no more than two (2) Union representatives. The City Manager shall give a written answer within fifteen (15) working days after this meeting.

Step 3

For employees under Civil Service and for issues covered by the Civil Service Act, if a grievance is not settled in Step 2, the employee has recourse of the Civil Service Act and shall follow its provisions outlined in Chapter 400, Code of Iowa.

For employees not covered by the Civil Service Act or for Civil Service employees with grievances not identified under the Civil Service Act, the following procedures shall be followed:

If the grievance is not settled in Step 2, within twenty (20) calendar days after receiving the City's written answer, either party may notify the other party in writing and submit the grievance to arbitration. An impartial arbitrator shall be chosen by mutual consent by the Union and the City as soon as practicable after receipt of request for arbitration. If the parties do not agree upon the selection of an arbitrator within fifteen (15) calendar days after the receipt of the request for arbitration, the Federal Mediation and Conciliation Service shall be requested to furnish a list of five (5) arbitrators. The party requesting arbitration shall first strike the name of one (1) person on the list and the other party shall then strike one (1) name and then the process is repeated. The remaining name shall be the arbitrator.

An arbitrator's decision on a grievance may not change or amend the terms, conditions or applications of the Collective Bargaining Agreement. Such procedures shall provide for invoking of arbitration only with approval of the employee organization, and in the case of an employee, only with approval of the public employee. The cost of arbitration shall be shared equally by the parties.

Union representatives, when carrying out procedures in Step 1 and Step 2 in the grievance procedures, shall be allowed to leave their work after the supervisor's approval and shall suffer no loss of their regular pay, not including overtime pay. The City shall not be responsible for paying Union employees involved in any matters relating to arbitration, Civil Service or Prohibited Practice Complaint proceedings.

The time specified for each step in the grievance procedure may be extended by mutual agreement.

ARTICLE XXXIX

WAGE PLAN

The following salary schedules shall represent the regular (straight time or base) rate of pay for positions covered by this Agreement:

POSITION CLASSIFICATION	SALARY GRADE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Hourly rates – effective 7/1/2007 through June 30, 2008							
Ramp Cashier	OE-01	\$11.75	\$12.00	\$12.24	\$12.48	\$12.71	\$13.00
Head Ramp Cashier	OE-02	\$12.48	\$12.71	\$13.00	\$13.70	\$13.96	\$14.21
Parking Meter Checker	OE-03	\$13.70	\$13.96	\$14.21	\$14.60	\$14.99	\$15.66
Clerk	OE-04	\$13.96	\$14.21	\$14.60	\$14.99	\$15.66	\$16.07
Cashier	OE-05	\$14.21	\$14.60	\$14.99	\$15.66	\$16.07	\$16.41
Account Clerk I	OE-06	\$15.66	\$16.07	\$16.41	\$16.74	\$17.23	\$17.62
Senior Cashier	OE-06	\$15.66	\$16.07	\$16.41	\$16.74	\$17.23	\$17.62
Custodian I	OE-06	\$15.66	\$16.07	\$16.41	\$16.74	\$17.23	\$17.62
Custodian II	OE-07	\$17.17	\$17.52	\$17.96	\$18.35	\$18.82	\$19.21
Laborer	OE-07	\$17.17	\$17.52	\$17.96	\$18.35	\$18.82	\$19.21
Water Meter Serviceworker I	OE-07	\$17.17	\$17.52	\$17.96	\$18.35	\$18.82	\$19.21
Truck Driver	OE-08	\$17.52	\$17.96	\$18.35	\$18.82	\$19.21	\$19.58
Assistant Plant Operator	OE-09	\$17.89	\$18.31	\$18.75	\$19.21	\$19.58	\$20.02
Maintenance Worker	OE-09	\$17.89	\$18.31	\$18.75	\$19.21	\$19.58	\$20.02
Public Safety Dispatcher	OE-09	\$17.89	\$18.31	\$18.75	\$19.21	\$19.58	\$20.02
Water Meter Repairworker I	OE-09	\$17.89	\$18.31	\$18.75	\$19.21	\$19.58	\$20.02
Water Meter Serviceworker II	OE-09	\$17.89	\$18.31	\$18.75	\$19.21	\$19.58	\$20.02
Equipment Operator II	OE-10	\$18.35	\$18.82	\$19.28	\$19.76	\$20.19	\$20.63
Plant Operator (N/C) Gr. 1	OE-11	\$18.50	\$18.91	\$19.36	\$19.84	\$20.31	\$20.83
Plant Operator (Cert.) Gr. II	OE-12	\$18.69	\$19.12	\$19.52	\$20.02	\$20.47	\$20.97
Laboratory Technician I	OE-13	\$18.97	\$19.41	\$19.86	\$20.38	\$20.88	\$21.51
Plant Operator (Cert.) Gr. III and IV	OE-13	\$18.97	\$19.41	\$19.86	\$20.38	\$20.88	\$21.51
Equipment Mechanic	OE-14	\$19.52	\$20.02	\$20.47	\$20.96	\$21.56	\$22.07
Maintenance Electrician	OE-14	\$19.52	\$20.02	\$20.47	\$20.96	\$21.56	\$22.07
Water Meter Repairworker II	OE-14	\$19.52	\$20.02	\$20.47	\$20.96	\$21.56	\$22.07
Electronic Technician	OE-16	\$20.04	\$20.57	\$21.05	\$21.62	\$22.16	\$22.80
Plant Mechanic	OE-16	\$20.04	\$20.57	\$21.05	\$21.62	\$22.16	\$22.80
Inspector I	OE-17	\$21.25	\$21.89	\$22.57	\$23.19	\$24.49	\$25.35

POSITION CLASSIFICATION	SALARY GRADE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Hourly rates – effective 7/1/2008 through June 30, 2009							
Ramp Cashier	OE-01	\$12.14	\$12.40	\$12.65	\$12.90	\$13.14	\$13.44
Head Ramp Cashier	OE-02	\$12.90	\$13.14	\$13.44	\$14.16	\$14.43	\$14.69
Parking Meter Checker	OE-03	\$14.16	\$14.43	\$14.69	\$15.09	\$15.49	\$16.18
Clerk	OE-04	\$14.43	\$14.69	\$15.09	\$15.49	\$16.18	\$16.61
Cashier	OE-05	\$14.69	\$15.09	\$15.49	\$16.18	\$16.61	\$16.96
Account Clerk I	OE-06	\$16.18	\$16.61	\$16.96	\$17.30	\$17.81	\$18.21
Senior Cashier	OE-06	\$16.18	\$16.61	\$16.96	\$17.30	\$17.81	\$18.21
Custodian I	OE-06	\$16.18	\$16.61	\$16.96	\$17.30	\$17.81	\$18.21
Custodian II	OE-07	\$17.75	\$18.11	\$18.56	\$18.96	\$19.45	\$19.85
Laborer	OE-07	\$17.75	\$18.11	\$18.56	\$18.96	\$19.45	\$19.85
Water Meter Serviceworker I	OE-07	\$17.75	\$18.11	\$18.56	\$18.96	\$19.45	\$19.85
Truck Driver	OE-08	\$18.11	\$18.56	\$18.96	\$19.45	\$19.85	\$20.24
Assistant Plant Operator	OE-09	\$18.49	\$18.92	\$19.38	\$19.85	\$20.24	\$20.69
Maintenance Worker	OE-09	\$18.49	\$18.92	\$19.38	\$19.85	\$20.24	\$20.69
Public Safety Dispatcher	OE-09	\$18.49	\$18.92	\$19.38	\$19.85	\$20.24	\$20.69
Water Meter Repairworker I	OE-09	\$18.49	\$18.92	\$19.38	\$19.85	\$20.24	\$20.69
Water Meter Serviceworker II	OE-09	\$18.49	\$18.92	\$19.38	\$19.85	\$20.24	\$20.69
Equipment Operator II	OE-10	\$18.96	\$19.45	\$19.93	\$20.42	\$20.87	\$21.32
Plant Operator (N/C) Gr. 1	OE-11	\$19.12	\$19.54	\$20.01	\$20.50	\$20.99	\$21.53
Plant Operator (Cert.) Gr. II	OE-12	\$19.32	\$19.76	\$20.17	\$20.69	\$21.16	\$21.67
Laboratory Technician I	OE-13	\$19.61	\$20.06	\$20.53	\$21.06	\$21.58	\$22.23
Plant Operator (Cert.) Gr. III and IV	OE-13	\$19.61	\$20.06	\$20.53	\$21.06	\$21.58	\$22.23
Equipment Mechanic	OE-14	\$20.17	\$20.69	\$21.16	\$21.66	\$22.28	\$22.81
Maintenance Electrician	OE-14	\$20.17	\$20.69	\$21.16	\$21.66	\$22.28	\$22.81
Water Meter Repairworker II	OE-14	\$20.17	\$20.69	\$21.16	\$21.66	\$22.28	\$22.81
Electronic Technician	OE-16	\$20.71	\$21.26	\$21.76	\$22.34	\$22.90	\$23.56
Plant Mechanic	OE-16	\$20.71	\$21.26	\$21.76	\$22.34	\$22.90	\$23.56
Inspector I	OE-17	\$21.96	\$22.62	\$23.33	\$23.97	\$25.31	\$26.20

POSITION CLASSIFICATION	SALARY GRADE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Hourly rates – effective 7/1/2009 through June 30, 2010							
Ramp Cashier	OE-01	\$12.56	\$12.83	\$13.09	\$13.35	\$13.60	\$13.91
Head Ramp Cashier	OE-02	\$13.35	\$13.60	\$13.91	\$14.66	\$14.94	\$15.20
Parking Meter Checker	OE-03	\$14.66	\$14.94	\$15.20	\$15.62	\$16.03	\$16.75
Clerk	OE-04	\$14.94	\$15.20	\$15.62	\$16.03	\$16.75	\$17.19
Cashier	OE-05	\$15.20	\$15.62	\$16.03	\$16.75	\$17.19	\$17.55
Account Clerk I	OE-06	\$16.75	\$17.19	\$17.55	\$17.91	\$18.43	\$18.85
Senior Cashier	OE-06	\$16.75	\$17.19	\$17.55	\$17.91	\$18.43	\$18.85
Custodian I	OE-06	\$16.75	\$17.19	\$17.55	\$17.91	\$18.43	\$18.85
Custodian II	OE-07	\$18.37	\$18.74	\$19.21	\$19.62	\$20.13	\$20.54
Laborer	OE-07	\$18.37	\$18.74	\$19.21	\$19.62	\$20.13	\$20.54
Water Meter Serviceworker I	OE-07	\$18.37	\$18.74	\$19.21	\$19.62	\$20.13	\$20.54
Truck Driver	OE-08	\$18.74	\$19.21	\$19.62	\$20.13	\$20.54	\$20.95
Assistant Plant Operator	OE-09	\$19.14	\$19.58	\$20.06	\$20.54	\$20.95	\$21.41
Maintenance Worker	OE-09	\$19.14	\$19.58	\$20.06	\$20.54	\$20.95	\$21.41
Public Safety Dispatcher	OE-09	\$19.14	\$19.58	\$20.06	\$20.54	\$20.95	\$21.41
Water Meter Repairworker I	OE-09	\$19.14	\$19.58	\$20.06	\$20.54	\$20.95	\$21.41
Water Meter Serviceworker II	OE-09	\$19.14	\$19.58	\$20.06	\$20.54	\$20.95	\$21.41
Equipment Operator II	OE-10	\$19.62	\$20.13	\$20.63	\$21.13	\$21.60	\$22.07
Plant Operator (N/C) Gr. 1	OE-11	\$19.79	\$20.22	\$20.71	\$21.22	\$21.72	\$22.28
Plant Operator (Cert.) Gr. II	OE-12	\$20.00	\$20.45	\$20.88	\$21.41	\$21.90	\$22.43
Laboratory Technician I	OE-13	\$20.30	\$20.76	\$21.25	\$21.80	\$22.34	\$23.01
Plant Operator (Cert.) Gr. III and IV	OE-13	\$20.30	\$20.76	\$21.25	\$21.80	\$22.34	\$23.01
Equipment Mechanic	OE-14	\$20.88	\$21.41	\$21.90	\$22.42	\$23.06	\$23.61
Maintenance Electrician	OE-14	\$20.88	\$21.41	\$21.90	\$22.42	\$23.06	\$23.61
Water Meter Repairworker II	OE-14	\$20.88	\$21.41	\$21.90	\$22.42	\$23.06	\$23.61
Electronic Technician	OE-16	\$21.43	\$22.00	\$22.52	\$23.12	\$23.70	\$24.38
Plant Mechanic	OE-16	\$21.43	\$22.00	\$22.52	\$23.12	\$23.70	\$24.38
Inspector I	OE-17	\$22.73	\$23.41	\$24.15	\$24.81	\$26.20	\$27.12

Generally, the minimum step in the salary range established for a position shall be applicable upon appointment to a position in the bargaining unit.

Upon promotion an employee shall be placed in the first step of the salary range established for that position, except in cases where the increase to the first step would be less than a one (1) step increase. Under such circumstances the promoted employee shall be placed in such a step in the new salary range that would provide at least a one (1) step increase.

If the employee is promoted or appointed to a position in the bargaining unit and placed in the lowest step in the classification the employee's performance shall be reviewed after six (6) months and, if satisfactory, shall be advanced to the next step in the classification. If the employee is promoted or appointed to a position in the bargaining unit and placed in a step other than the starting step in the classification the employee's performance shall be reviewed after twelve (12) months and, if satisfactory, shall be advanced to the next step and yearly thereafter until he/she reaches Step "F". Part time employees shall be subject

to the terms of this Article except that the length of service requirements for performance advancements shall be two (2) times the length of service requirements set forth in Paragraph 3 of this Article.

ARTICLE XXXX

SAVINGS CLAUSE

Should any article, section or portion of this Agreement be held unlawful and unenforceable by a Court of competent jurisdiction, such decision of the Court shall apply only to the specific article, section or portion thereof directly specified in the decision. Upon issuance of such a decision, the parties agree to negotiate immediately a substitute for the invalidated article, section or portion thereof.

ARTICLE XXXXI

DURATION AND NEGOTIATIONS

Except as herein provided, this Agreement shall be effective as of the first (1st) day of July, 2007, and shall remain in full force and effect through the thirtieth (30th) day of June, 2010. Negotiations for a succeeding agreement to become effective starting on July 1, 2010 shall begin after August 1, 2009, but not later than October 15, 2009.

Signed this _____ day of _____, 2007.

**INTERNATIONAL UNION OF
OPERATING ENGINEERS, AFL-CIO
LOCAL #758**

CITY OF DUBUQUE, IOWA

PRESIDENT

MAYOR

ATTEST:

JEANNE SCHNEIDER, CITY CLERK